



Dear Prospective Quoter:

Subject: Request for Quotations number 19KV4223Q0011 for Connect IV Generator to house A-78

Enclosed is a Request for Quotations (RFQ) for connection of IV generator to house A-78. If you would like to submit quotation, follow the instructions in Section K of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 18 that follows this letter. The U.S. Government intends to award a contract to the responsible offeror representing best value using comparative evaluation authorized under FAR 13.106-2(b) (3). A comparative evaluation is defined as the act of comparing two or more offers in response to the RFQ. The item-by-item comparison is performed by comparing each offer directly to one another to determine which provides the best value to the Department. Comparative evaluation is NOT a low price technically acceptable (LPTA) or trade-off process. Prospective offers must still meet basic standards for responsibility at FAR 9.104 and solicitation compliance to be eligible for award. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies if there is a need to do so.

The Embassy intends to conduct a pre-conference at the site, The site visit will be held on August 10, 2023 (local time) at the International Village. Prospective offerors/quoters should contact Procurement office through email: PristinaProcurement@state.gov for additional information or to arrange entry to the site.

Quotations are due by 08/15/2023. No quotations will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed for 19KV4223Q0011 at the following address: 4 Korriku # 25, Pristina 10000, Kosovo.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-18
2. Section I, Pricing
4. Additional information as required in Section K
5. Proof of SAM Registration

Offerors shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,
Barbara Grub
Contracting Officer

Enclosure:

QUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ [] IS [x] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)		PAGE 1	OF 1	PAGES 20
1. REQUEST NO. 19KV4223Q0011	2. DATE ISSUED 08/07/2023	3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5A. ISSUED BY General Services Office, US Embassy Pristina, Kosovo 4 Korriku # 25, 10000 Pristina, Kosovo				6. DELIVER BY (Date)		
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)				7. DELIVERY		
NAME Barbara Grub , Contracting Officer		TELEPHONE NUMBER		FOB DESTINATION X OTHER (See Schedule)		
		AREA CODE 383	NUMBER 38/59593283			
8. TO:				9. DESTINATION		
a. NAME	b. COMPANY			a. NAME OF CONSIGNEE US EMBASSY PRISTINA		
c. STREET ADDRESS				b. STREET ADDRESS 4 KORRIKU # 25		
d. CITY PRISTINA, KOSOVO		e. STATE	f. ZIP CODE	c. CITY PRISTINA, KOSOVO		
				d. STATE	e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 08/15/2023 before 16:00h		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter				

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Connect IV Generator to House A-78 as per SOW.	1	PROJ		

12 DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS	
				NUMBER	%

NOTE: Additional provisions and representations [] are [] are not attached.

13 NAME AND ADDRESS OF QUOTER			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION
a. NAME OF QUOTER					
b. STREET ADDRESS			16. SIGNER		
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		AREA CODE
					NUMBER



REQUEST FOR QUOTATIONS – CONSTRUCTION, BUILDING ALTERATION

A. PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead and profit.

_____ Total Price.

B. SCOPE OF WORK

STATEMENT OF WORK

Connect to Our Electrical Grid Residence

IV-A-78

U.S. EMBASSY PRISTINA KOSOVO



Description of Services:

The US Embassy Pristina has a requirement to contract a vendor to connect to our electrical grid residence IV-A-78. Contractors are required to visit the site, to verify the existing site conditions to develop their proposal.

Scope of Work:

1. The contractor shall first install electrical cable from main transfer switch which is located between residence IV-92 and IV-91 to the new house IV-A-78.
2. The underground cable must be PPOO Al 4X50 (about 170M long but the contractor should take their own measurements).
3. Also, the cable must be inside of the conduit pipe Ø 100 about 170meter.
4. ORS 100 A 3 polar =1ea.
5. ATS Secomec (150 A 4 polar)=1 +metal cabinet 60x60.
6. All work shall be done safely, and safety shall be managed by USG.



1. General

This is a firm fixed price turnkey job for the entire work and amount quoted shall include all work described in attached drawing, scope of work and general condition of contract. The lump sum price quoted shall be fixed and nothing extra will be entertained on any account.

Contractor's staff is subject to such restriction for entry and exit as are required by the Embassy's security requirement. Contractor's staff will be subject to security cleared as required by the Embassy.

Contractor shall restore all surfaces disturbed by construction to match with existing finish.

Any deviation from the original contract/scope of work must be approved by the USG Contracting Officer (CO), through direct communication with the Contracting Officer's Representative (COR) before work begins. No additional work or changes will be carried out without a contract modification.

2. Responsibilities of Contractor

Contractor shall be responsible for procuring, supplying, transporting, and providing all labor, materials, tools and equipment etc., required for completion of the work in all respects and as per the scope of the work.

All expenses towards mobilization at site and demobilization including bringing in equipment, workforce and materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the rates quoted by the contractor against various items of schedule of rates and no separate payment on such expenses shall be entertained.

Contractor shall not proceed with next activity until the previous activity has been checked and approved by COR. Contractor shall mention all inspection dates in the schedule chart.

Contractor should keep the site clean and accessible to Embassy employees at all times.

3. Specifications

Work under this contract shall be carried out strictly in accordance with specifications included in this document and will meet US and Local codes.

4. Execution of Work

The Contractors are advised to review the material specifications and scope of work. The Contractor should visit and walk through the site to familiarize themselves with the site conditions to understand the exact quantum of work and job requirements.

On award of the work, Contractor shall submit all items below via email:

- a. Proposed start date



For dismantling/blocking or making connection to any existing services or any shut-down, contractor shall inform the COR at least three working days in advance and proceed with the work only after the permission from the COR.

5. Site Clearance and Cleanup

The Contractor shall clear away all debris and excess materials accumulated at the site and dispose of it away from Embassy premises, maintaining a neat site condition daily. On completion of project, Contractor shall remove all surplus materials and leave the site in a broom clean condition.

6. Workmanship

Workers working on the site shall be skilled in their job and have related job experience.

7. Working Hours

Working hours shall be 8:30 A.M. to 5 P.M. Monday through Friday, not to include holidays or after-hours unless approved by the USG.

8. Security Clearance

The Contractor shall inform and provide in writing transportation details (vehicle registration number, drivers name, and date of delivery) to the COR at least 48 hours in advance for material deliveries inside the IV- Compound.

Contractor shall give workers names at least 5 days in advance to get the security clearance for work inside the IV-Compound. All the workers shall have an official photo ID or photo ID with the company name on it for each visit.

9. Safety procedures

A. Scope and Application

Contractor must meet with POSHO or representative before each phase of work begins to discuss safety concerns and agree upon appropriate PPE, methodology, and risk mitigation plans.

Contractor shall acknowledge POSHO authority to specify ideas, monitor towards completeness until shut down.

This document applies to all contractors and subcontractors working at or on American Embassy property owned or leased as specified in the scope of work. While working on U.S. Government projects either the contractor or subcontractor are responsible for



maintaining at least an agreed upon minimum amount of safety for the workers and public, to be determined by the USG.

B. This basic requirement is as follows:

1. Proper Protective Equipment will be worn by workers while in any work area or while performing tasks that create hazards for workers. The requirements listed below are minimum requirements, and may be supplemented or added to by the POSHO.
 - a. Safety glasses will be worn while performing the following
 - i. Drilling
 - ii. Chiseling, chipping
 - iii. Wood working, metal working
 - iv. Using a pick axe
2. Hearing protection will be provided for all those who operate loud power tools and equipment, and everyone in the vicinity of such work.
 - a. Hard hats will be worn in areas where falling objects are a hazard, or any area designated at a hard hat area.
3. Gloves will be worn for handling, cleanup, and removal of work area waste and materials.
 - a. Proper footwear will be worn by all workers, including safety shoes.
4. The contractor will identify a safety officer for each project responsible for the following:
 - a. Shoring and trenching operations:
 - i. Shoring will be used for any trenching/digging deeper than 1.5 meters feet if a slope is not used in excavation. Shoring or sloping must be approved by the USG. The need for shoring will be determined by geotechnical tests used to categorize the soil and the risk of collapse, per USG standards.
 - ii. At least one worker will remain topside at all times.
 - iii. A ladder that allows for immediate escape will be available at all times.
 - b. Use of Signs and Barriers
 - c. Barriers and signs shall identify workplace hazards and special instructions.
 - d. Minimum space required to perform work shall be identified.
 - e. Ribbon, tape, fencing or portable barriers will create a controlled area around work site, particularly when no one is in the area, if required by the USG.



5. Electrical issues

- a. All power cords and power taps will be wired appropriately, leaving no exposed wires that are live or could come in contact with staff.
- b. While working on electrical systems proper lockout/tag-out procedures will be followed, and the circuit being worked on will be de-energized (turned off at the main breaker).
- c. Power cords and temporary power will be GFCI protected and shall not be placed in areas that are prone to flooding or are wet, (i.e. running through puddles on the floor).
- d. Equipment will be plugged into a standard GFCI-protected receptacle and not wired directly into power taps.

6. Waste cleanup and removal

- a. All excess or waste materials will be removed from the site at the close of each work day. Debris will be removed to include food bags and containers. Staging of materials shall be in an agreed upon location.

Safety meetings shall occur at least once a week with at least one Embassy staff member present, if required by the USG.

C. Warranty

The contractor shall guarantee that all work performed will be free from all defects in workmanship and materials and that all installation will provide the capacities and characteristics specified for two years.



C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

International Village

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

Substantial Completion: Definitions

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The



Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

Final Completion and Acceptance: Definitions

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

Final Inspection and Tests

The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

Final Acceptance

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- satisfactory completion of all required tests,
- a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E - DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) (a) commence work under this contract within **30 working days** after the date the Contractor receives the notice to proceed,
- (b) (b) prosecute the work diligently, and,

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **\$30.00** for each calendar day of delay until the work is completed or accepted.



(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as 2 calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) (1) extend the completion date or obligate the Government to do so,
- (2) (2) constitute acceptance or approval of any delay, or
- (3) (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

Notice Of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.



(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Working Hours

All work shall be performed during working **hours 8:00-17:00, Monday-Friday**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

Deliverables

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
1. Securities/Insurance	1	2 day after award	Contracting Officer
2. Construction Schedule	1	2 day after award	COR
3. Request for Final Acceptance	1	2 days before inspection	COR



F ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is: **FAC**

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made upon completion of work. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

Invoice should include detailed description of items, total € value, VAT excluded, including in there banking information, name of the bank, address, account number, and swift code.

Send invoice to:

Financial Management Office
4 Korriku # 25
Pristina, Kosovo



G. SPECIAL REQUIREMENTS

Performance/Payment Protection

The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price. ***Bank Guarantee letter stating 50% of the total amount of the contract.***

The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

1. Bodily Injury on or off the site.
2. Property Damage on or off the site in US Dollars:

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross



negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

Document Descriptions

Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

Record Documents. The Contractor shall maintain at the project site:

- (1) (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

"As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) (2) record shop drawings and other submittals, in the number and form as required by the specifications.

Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless



otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

Construction Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

After award, the Contractor has **two calendar** days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take up to five working days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number



Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

Materials and Equipment

All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

Special Warranties

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.



The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

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H. CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.213-4 Commercial	Terms and Conditions-Simplified Acquisitions (Other than Items) (AUG 2003)
52.222-1	52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (SEP 2002)
52.225-10	52.225-10 Notice of Buy American Act/Balance of Payments Program— Construction Materials (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2003)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (FEB 1990)



52.228-13	Alternative Payment Protection (JUL 2000)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (FEB 2002)
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes Alternate II (AUG 1987)
52.243-5	Changes and Changed Conditions (APR 1984)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (SEP 1996) Alternate I (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APRIL 2003)

- (a) Definitions. As used in this clause --



"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52-247-64. Preference for Privately Owned U.S.- Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.



(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.228-70 INDEMNIFICATION (JULY 1988)

The Contractor expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.



I. LIST OF ATTACHMENTS

N/A

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
I	Standard Form 18 including a completed Attachment 4, " <u>BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS.</u> "	___1___



II Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.

___1___

Submit the complete quotation to the address indicated on Standard Form 18, if mailed, or the address set forth below, if hand delivered.

US Embassy Pristina
Attn: Barbara Grub, Contracting Officer.
4 Korriku # 25
Pristina, Kosovo

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

(2) The name and address of the Offeror's field superintendent for this project;

(3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,



(4) Bar chart indicating various portions of the work; when work will commence and be completed in each section.

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

(2) Contract number and type;

(3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;

(4) Brief description of the work, including responsibilities; and

(5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for Thursday, **August 10, 2023 at 9:30h.**

(c) Participants will meet at International Village

. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001), which is incorporated by reference into this solicitation.



K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ☐ ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- ☐ satisfactory record of integrity and business ethics;
- ☐ necessary organization, experience, and skills or the ability to obtain them;
- ☐ necessary equipment and facilities or the ability to obtain them; and
- ☐ otherwise qualified and eligible to receive an award under applicable laws and regulations.



ATTACHMENT #1
SAMPLE LETTER OF BANK GUARANTY

Place [Pristina, Kosovo]

Date []

Contracting Officer
U.S. Embassy, [Post name]
[Mailing Address]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of [Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [Name]

Address:

Representative(s): _____

Location: _____

State of Inc.: _____

Corporate Seal: _____

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.



ATTACHMENT #2

UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

**(1)DIVISION/DESCRIPTION (2)LABOR (3)MATERIALS (4)OVERHEAD
(5)PROFIT (6)TOTAL**

1. General Requirement
2. Site Work

3. Concrete
4. Masonry

5. Metals
6. Wood and Plastic

7. Thermal and Moisture
8. Doors and Windows

9. Finishes
10. Specialties

11. Equipment
12. Furnishings

13. Special Construction
14. Conveying Systems

15. Mechanical
16. Electrical

TOTAL EURO:

PROPOSAL PRICE TOTAL: EURO _____

Alternates (list separately do not total)

Offeror:

Date

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS